

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  BIG LOTS, <i>et al.</i> , <sup>1</sup>  Debtors,	Chapter 11  Case No. 24-11967 (JKS)  (Jointly Administered)  <b>Re: Docket No. 465</b>  <b>Objection Deadline: 10/25/24 at 4:00 p.m. ET (Extended to 10/28/24 at 4:00 p.m. ET as to DFS by Agreement with Debtors)</b>
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**LIMITED OBJECTION OF DELL FINANCIAL SERVICES L.L.C.  
TO DEBTORS' AND BUYERS' ABANDONMENT  
AND/OR DISPOSAL OF PROPERTY**

Dell Financial Services L.L.C. ("DFS"), by and through its undersigned counsel, files this Limited Objection to the Debtors' abandonment and/or disposal of property pursuant to the *Notice of Abandonment, Utilization and Disposal of Personal Property on Certain of the Debtors' Leased Premises Sold Pursuant to the October Wave Lease Sales* [D.I. 465] (the "Notice"). In support therefore, DFS states as follows:

**FACTUAL BACKGROUND**

1. On September 9, 2024 (the "Petition Date"), Big Lots, Inc. and each of its subsidiaries (together, the "Debtors") commenced a bankruptcy case, by filing a

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors' corporate headquarters is 4900 E. Dublin- Granville Road, Columbus, OH 43081.

Voluntary Petition for relief under Chapter 11 of the United States Bankruptcy Code (collectively, the “Bankruptcy Cases”).

2. Prior to the Petition Date, the Debtors entered into Subscription Agreement No. 613856-86711 and seven (7) related schedules (collectively, the “Subscription Agreement”). Pursuant to the Subscription Agreement, Debtors financed certain computers, servers, laptops, and related equipment described more specifically and identified in the Subscription Agreement.

3. Additionally, the Debtors entered into a Payment Plan Agreement, Agreement No. 011-90121760-001 (the “License Agreement”), for an Enterprise Software License Agreement.

4. At the expiration or earlier cancellation or termination of the Subscription Agreement, the Debtors are required to remove all data from the Equipment, return the Equipment at a place designated by DFS, and cease use of software or other services provided with the Equipment. The Debtors are also required to pay DFS for any missing, incomplete, or damaged Equipment.

5. DFS perfected its security interest in the Equipment by filing a Uniform Commercial Code Financing Statement (UCC-1) with the State of Ohio.

6. The above documents and a detailed asset report (the “DFS Asset Report”) listing all the equipment (collectively, the “DFS Equipment”) including serial numbers, type of equipment, and the initial location of the equipment that was delivered to the Debtors under the Subscription Agreement, has been provided to the Debtors.<sup>2</sup>

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<sup>2</sup> The Agreements and DFS Asset Report referenced herein are attached to the *Motion of Dell Financial Services L.L.C. for Relief from Automatic Stay Pursuant to 11 U.S.C. § 362(d), or in the Alternative, for Adequate Protection Payments* filed at Docket No. 436 and are incorporated herein by reference.

**LIMITED OBJECTION**

7. Based upon communications between counsel for the parties, DFS understands it is not the Debtors' intention to abandon and/or dispose of any DFS Equipment.

8. However, the Notice references the abandonment of personal property or FF&E at the premises subject to the Lease Sales. It is unclear from the Notice whether such personal property or FF&E includes any DFS Equipment.

9. DFS objects to the abandonment and/or disposal of personal property and FF&E as set forth in the Notice to the extent it includes the abandonment and/or disposal of any DFS Equipment. Further, DFS objects to the entry of an order permitting any Buyer to utilize and/or dispose of any personal property and/or FF&E of DFS.

10. The DFS Equipment holds significant value and DFS maintains a secured interest therein. Moreover, the Debtors have existing obligations under the Subscription Agreement that are contrary to abandonment and/or disposal of the DFS Equipment. In the event of termination of the Subscription Agreement, the Debtors are required to return the Equipment at a place designated by DFS. Permitting the Debtors to abandon and/or dispose of DFS Equipment would essentially deny DFS the ability to recover on its secured debt.

WHEREFORE, DFS respectfully requests that this Court (a) sustain this Limited Objection; (b) prohibit the Debtors, including their agents, from abandoning and/or disposing of any DFS Equipment; and (c) prohibit any Buyer from utilizing and/or abandoning any DFS Equipment.

Date: October 28, 2024

Respectfully submitted,

**AUSTRIA LEGAL, LLC**

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